

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION**

In re:

RASHEED TOPEY,

Debtor.

**Bankruptcy Case No. 3:12-bk-07555-JAF
Chapter 11**

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RASHEED TOPEY,

Plaintiff,

Adversary No. 3:16-ap-00115-JAF

v.

**U.S. BANK TRUST, N.A.; CALIBER
HOME LOANS, INC.; and JP MORGAN
CHASE, NATIONAL ASSOCIATION,**

Defendants.

ANSWER AND AFFIRMATIVE DEFENSES TO COMPLAINT

COME NOW, Defendants, U.S. Bank Trust, N.A., as Trustee LSF9 Master Participation Trust (incorrectly named U.S. Bank Trust, N.A.) (“U.S. Bank”) and Caliber Home Loans, Inc. (“Caliber”) (collectively the “Defendants”), by and through their undersigned counsel, and files its Answer and Affirmative Defenses to the Complaint filed by Rasheed Topey (“Debtor”), in the above-captioned action as follows:

JURISDICTION AND VENUE

1. Admitted for jurisdictional purposes only. Otherwise denied.
2. Admitted for jurisdictional purposes only. Otherwise denied.
3. Admitted for jurisdictional purposes only. Otherwise denied.

PARTIES

4. Admitted.

5. Admitted that U.S. Bank is the trustee for LSF9 Master Participation Trust and that, LSF9 Master Participation Trust is the current owner/investor, as assignee, of that certain promissory note dated February 29, 2008 and given by Debtor to Freedom Mortgage Corporation (the "Note") and the mortgage secured thereby (the "Mortgage"). Denied, to the extent that paragraph 5 is intended to allege that U.S. Bank has any interest in the Note or Mortgage, or is otherwise a proper party to this litigation, except within the limited scope of its role as trustee for LSF9 Master Participation Trust. Any remaining allegations of paragraph 5 are denied.

6. Denied that Caliber is a mortgage lender. Otherwise, admitted.

7. Paragraph 7 does not pertain to Caliber and, therefore, no response is required. To the extent a response is required Caliber is without knowledge and the allegations are, therefore, denied.

GENERAL ALLEGATIONS

8. Admitted.

9. The Mortgage and assignments thereof speak for themselves. Otherwise, without knowledge and, therefore, denied.

10. Without knowledge and, therefore, denied.

11. The orders of this court speak for themselves. Otherwise, without knowledge and, therefore, denied.

12. The orders of this court speak for themselves. Otherwise, without knowledge and, therefore, denied.

13. The orders of this court speak for themselves. Otherwise, without knowledge and, therefore, denied.

14. The Mortgage and assignments thereof speak for themselves. Otherwise, without knowledge and, therefore, denied.

15. The documents attached as Composite Exhibit A speak for themselves. With respect to the source and/or content of such documents, Caliber is without knowledge and allegations pertaining thereto are, therefore, denied.

16. The document attached as Exhibit B speaks for itself. With respect to the source and/or content of such document, Caliber is without knowledge and allegations pertaining thereto are, therefore, denied.

17. The document attached as Exhibit C speaks for itself. With respect to the source and/or content of such document, Caliber is without knowledge and allegations pertaining thereto are, therefore, denied.

18. The document attached as Exhibit D speaks for itself. With respect to the source and/or content of such document, Caliber is without knowledge and allegations pertaining thereto are, therefore, denied.

19. Without knowledge and, therefore, denied.

20. Without knowledge and, therefore, denied.

21. Without knowledge and, therefore, denied.

22. Without knowledge and, therefore, denied.

23. The document attached as Exhibit E speaks for itself. With respect to the source and/or content of such document, Caliber is without knowledge and allegations pertaining thereto are, therefore, denied.

24. Admitted that, on June 26, 2015, Caliber sent a letter to Debtor and such letter speaks for itself. Otherwise, without knowledge and, therefore, denied.

25. Denied.

26. Admitted that a foreclosure lawsuit was filed in the Circuit Court of the Fourth Judicial Circuit, in and for Duval County, Florida at case number 2016-CA-1792 and that the

pleadings and other papers in such case speak for themselves. Otherwise, without knowledge and, therefore denied.

27. The foreclosure complaint speaks for itself. Otherwise, without knowledge and, therefore, denied.

28. Without knowledge and, therefore, denied.

COUNT I

29. Defendants re-allege paragraphs 1-28 as though fully set forth herein.

30. Denied.

31. Denied.

32. Denied.

33. Denied.

34. Denied.

35. Denied.

36. Denied.

Defendants expressly deny any factual allegations contained in the 'Wherefore' provision following paragraph 36 and, further, deny that Plaintiff is entitled to the relief requested.

COUNT II

37. Defendants re-allege paragraphs 1-28 as though fully set forth herein.

38. Denied.

39. Denied.

40. Denied.

41. Denied.

42. Denied.

43. Denied.

44. Denied.

Defendants expressly deny any factual allegations contained in the 'Wherefore' provision following paragraph 44 and, further, deny that Plaintiff is entitled to the relief requested.

COUNT II

45. Defendants re-allege paragraphs 1-28 as though fully set forth herein.

46. This count does not pertain to Caliber and, therefore, no response is required. To the extent a response is required Caliber is without knowledge and the allegations are, therefore, denied.

47. This count does not pertain to Caliber and, therefore, no response is required. To the extent a response is required Caliber is without knowledge and the allegations are, therefore, denied.

48. This count does not pertain to Caliber and, therefore, no response is required. To the extent a response is required Caliber is without knowledge and the allegations are, therefore, denied.

49. This count does not pertain to Caliber and, therefore, no response is required. To the extent a response is required Caliber is without knowledge and the allegations are, therefore, denied.

50. This count does not pertain to Caliber and, therefore, no response is required. To the extent a response is required Caliber is without knowledge and the allegations are, therefore, denied.

51. This count does not pertain to Caliber and, therefore, no response is required. To the extent a response is required Caliber is without knowledge and the allegations are, therefore, denied.

52. This count does not pertain to Caliber and, therefore, no response is required. To

the extent a response is required Caliber is without knowledge and the allegations are, therefore, denied.

Defendants expressly deny any factual allegations contained in the 'Wherefore' provision following paragraph 52 and, further, deny that Plaintiff is entitled to the relief requested.

Affirmative Defenses

First Affirmative Defense: As its first affirmative defense, without admitting any such violation occurred, Defendants should not be held liable on the basis that any violation of the discharge injunction was not willful.

DATED this 22ND day of July, 2016.

/s/Tabitha S. Etlinger
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LSF9 Master Participation Trust and Caliber
Home Loans, Inc.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system, which will forward copies this 22nd day of July, 2016 to:

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